IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORIGINAL SIDE

APPEAL NO.67 OF 2006
IN
NOTICE OF MOTION NO.279 OF 2006
IN
SUIT NO.253 OF 2006

Shemaroo Video Pvt.Ltd. Appellant
vs.
M/s.Ratan International & ors. Respondents

Mr.Anil Menon for the appellant.

Mr.G.I.Sody for the respondents 3 and 4.

CORAM : R.M. LODHA &
ANOOP V. MOHTA, JJ.

DATED : 10th February 2006

P.C.

Heard Mr.Anil Menon, the learned counsel for the appellant and Mr.G.I.Sody, the learned counsel for the respondents 3 and 4.

2. Though there is some merit in the submission of the learned counsel for the appellant that the reasons for which the appellant has been denied the ad-interim order by the motion Judge are not justified, but we find that the case of the respondents 3 and 4 that the agreement entered into between the present appellant and the respondent no.2 in relation to assigned rights in the film "Haqeeqat" in all formats i.e. LD, VCD, DVD, tapes etc., came to an end on 27th December 2005 and that

there is no subsisting copy right in favour of the appellant is not frivolous. Admittedly, the agreement is dated 28th December 1995 between the appellant and the respondent no.1. There is a letter (Exh.F) written by the respondent no.2 to the respondent no.3 that records that the material along with assigned rights was delivered to the present appellant on 28th December 1995. If that is so, then obviously the appellant's rights came to an end on 27th December 2005.

3. Having considered all aspects, we are of the view that the appellants are not entitled to grant of ad-interim order.

4. Appeal is, accordingly, dismissed.

(R. M. LODHA, J.)

(ANOOP V. MOHTA, J.)